

Airport Operation Information System at Miami International Airport
Contract No. L-10046

Recitals:

THIS AGREEMENT made and entered into as of this 1st day of September 2020, hereby understood as the Effective Date, by and between Amadeus Airport IT Americas Inc., a corporation organized and existing under the laws of the State of Florida, having its principal office at 5950 Hazeltine National Drive, Suite 210, Orlando, Florida 32822 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to operate and maintain the Airport Operation Information System (AOIS), that shall conform to **Attachment A - Scope of Services**, and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the County desires to procure from the Contractor such Services for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words, expressions, and terms used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "**Additional Services**" to mean additions, deletions or adjustments to quantities or unit priced items, which were unforeseeable at the time of the Effective Date, and any other area as deemed necessary by the County in accordance with the Services as outlined in this Agreement.
- b) The Word "**Airport**" or acronym "**MIA**" to mean Miami International Airport.
- c) The word "**Amendment**" to mean a written modification to this Agreement executed by Contractor and the County covering changes, additions, or reductions in the terms and conditions of this Agreement.
- d) The word "**Cashier**" to mean a cash register operable via software, inclusive of a cash drawer, mag reader and customer display pole.

- e) The word "**Code**" to mean the Code of Miami-Dade County, Florida.
- f) The words "**Contract**" or "**Agreement**" to mean collectively these terms and conditions, the Scope of Services, all other appendices and attachments hereto, all Amendments issued hereto, and all associated addenda, and the Contractor's Proposal.
- g) The words "**Contract Manager**" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- h) The word "**Contractor**" to mean Amadeus Airport IT Americas Inc.; Amadeus; and its permitted successors; an independent firm, approved to oversee the operations of the AOIS.
- i) The word "**Days**" to mean Calendar Days.
- j) The words "**Event of Default**" to mean a breach of this Agreement by the Contractor.
- k) The word "**Department**" or acronym "**MDAD**" to mean Miami-Dade Aviation Department, which is a department of Miami-Dade County and represented by and acting through its Director or his/her designee(s).
- l) The words "**directed**", "**required**", "**permitted**", "**ordered**", "**designated**", "**selected**", "**prescribed**" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "**approved**", "**acceptable**", "**satisfactory**", "**equal**", "**necessary**", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- m) The word "**Director**" to mean the Director of the Miami-Dade Aviation Department or authorized representative(s) designated in writing with respect to a specific matter(s) concerning the Services as defined in this Agreement.
- n) The word "**Documentation**" to mean all records, procedures, schematics, diagrams, and manufacturer and Contractor's manuals customized or created specifically for the County.

The words "**Effective Date**" to mean the date the Agreement was entered into, shown on the recitals page of this Agreement.
- o) The word "**FallBack**" to mean a reversion to previous hardware/software configuration.
- p) The word "**Failure**" to mean The action or state of the system or component of the system not functioning
- q) The words "**General Allowance Account**" to mean the account in which stated dollar amount(s) are included in the Agreement, as per **Attachment B - Price Schedule**, for the purpose of funding Additional Services.
- r) The words "**hereof**", "**herein**", "**hereinafter**", "**hereby**", "**herewith**", "**hereto**", and "**hereunder**" shall be deemed to refer to this Agreement.
- s) The words "**IT Service Desk**" to mean the central call center for trouble tickets, which are logged into the "HEAT" software.

- t) The words "**Liquidated Damages**" to mean the amount the Contractor accepts to pay as stipulated in **Article 14 - Liquidated Damages**, for Agreement performance measurement failures.
- u) The word "**Location(s)**" to mean the facility(ies), as described in **Article 19 - MDAD Resources**.
- v) The words "**Non-critical Failures**" to mean failures that do not significantly impact Service operations.
- w) The words "**Original Equipment Manufacturer**" to mean a company that manufactures a product that is sold to another company, which resells the product.
- x) The word "**Ownership**" to mean the assigned responsibility of a problem for correction.
- y) The words "**Price Schedule**" to mean **Attachment B** of this Agreement, which details the prices to be paid to the Contractor for completion of the Scope of Services.
- z) The words "**Project Manager**" to mean the duly authorized representative designated by the Director to manage the Services and administer the terms and conditions of this Agreement.
- aa) The words "**Scope of Services**" to mean the document appended hereto as **Attachment A**, which details the Services to be performed by the Contractor.
- bb) The words "**Service Level(s)**" to mean the metric by which the O&M is measured.
- cc) The word "**Subcontractor**" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Services, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- dd) The words "**Service Level Agreement**" to mean a commitment between the Contractor and the County regarding Service, availability, and responsibility.
- ee) The word "**System**" or acronym "**AOIS**" to mean the Airport Operation Information System.
- ff) The words "**Work**" or "**Service(s)**" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Agreement.
- gg) The words "**Work Order**" to mean a written order, authorized by the Director or designee, directing the Contractor to perform Services.

ARTICLE 2. ABBREVIATIONS

- a) AOA - Airfield Operations Area
- b) AODB- Airport Operations Database
- c) AOIS - Airport Operations Information System
- d) AVD - Aerial View Display
- e) BID – Baggage Information Display
- f) DAR – Date Archive and Retrieval
- g) DDS - Data Distribution Server
- h) DID -Destination Information Display

- i) DVC -Display Video Controller
- j) EASE-FX – Extended Airline System Environment Flexible
- k) ESB - Enterprise Service Bus
- l) FIDS - Flight Information Display System
- m) FID-MU - Flight Information Display Makeup
- n) GIDS - Gate Information Display System
- o) HEAT - Help Desk Enterprise Automated Ticketing System
- p) IM – Information Management
- q) LCD - Liquid Crystal Display
- r) LED - Light Emitting Diode
- s) MIA - Miami International Airport
- t) O&M - Operation and Maintenance
- u) OEM - Original Equipment Manufacturer
- v) OSHA - Occupational Safety and Health Administration
- w) MAC -Moves, Adds, or Changes
- x) PCI-DSS – Payment Card Industry-Data Security Standard
- y) RM - Resource Manager
- z) SID - Staff Information Display
- aa) VEEAM – Software for Virtual Machine Backups
- bb) SLA - Service Level Agreement
- cc) WMS - Work Management System

ARTICLE 3. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) **Attachment A - Scope of Services**, 3) **Attachment B - Price Schedule**, and 4) any associated addenda and Attachments thereof.

ARTICLE 4. RULES OF INTERPRETATION

- A. References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- B. Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- C. The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Agreement, nor affect the meaning thereof.

ARTICLE 5. NATURE OF THE AGREEMENT

- A. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that this Agreement may be modified, altered or amended only by a written Amendment duly executed by both parties hereto or their authorized representatives, and approved by the Board of County Commissioners.

- B. The Contractor shall provide the Services set forth in the **Attachment A - Scope of Services**, and render full and prompt cooperation with the County in all aspects of the Services performed.
- C. The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Services under this Agreement. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- D. The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Services that are necessary for the completion of this Agreement. All Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- E. The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 6. TERM

- A. The Agreement shall become effective on the Effective Date, as defined in the recitals of this Agreement and shall continue through the last day of the seventh (7th) year.
- B. The County reserves the right to exercise its option to extend this Agreement for up to one hundred-eighty (180) Days beyond the current Agreement period at the County's sole discretion, and will notify the Contractor in writing of the extension. This Agreement may be extended beyond the initial one hundred-eighty (180) Day extension period by mutual agreement between the County and the Contractor, and upon approval by the Board of County Commissioners.

ARTICLE 7. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

- a) to the Project Manager: Maurice Jenkins

Miami Dade Aviation Department
Attention: Division Director, Information Systems and Telecommunications
Miami International Airport
PO BOX 025504
Miami, FL 33102-5504

Phone: 305-876-0934
E-mail: MJenkins@miami-airport.com

and,

- b) to the Contract Manager: Namita Uppal

Attention: Miami-Dade County
Internal Services Department, Strategic Procurement Division
Chief Procurement Officer
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Phone: (305) 375-4900
E-mail: Namita.Uppal@miamidade.gov

(2) To the Contractor

- a) Attention: President, Amadeus
Name: Betros Wakim
Phone: (407) 458-5900
E-mail: betros.wakim@amadeus.com

- b) Attention: Project Director
Name: Fred Dowding
Phone: (305) 869-5958
E-mail: fred.dowding@amadeus.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 8. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

- A. The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Services to be performed under this Agreement. The compensation for all Services performed under this Agreement, including all costs associated with said Services, shall not exceed the rates provided in the **Attachment B - Price Schedule**, subsection Operation and Maintenance Budget. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for Additional Services to the Agreement, as per **Article 13 - Additional Services**, which is approved and executed in writing by the County and the Contractor.
- B. Compensation to the Contractor for any Additional Services shall be made in conformance with **Article 13 - Additional Services**.
- C. All Services undertaken by the Contractor before County's approval of this Agreement shall be at the Contractor's risk and expense.

ARTICLE 9. PRICING

The Contractor agrees that the Agreement price for O&M, as detailed in the **Attachment B - Price Schedule**, includes, but is not limited to:

- A. Contractor's overhead and profit;
- B. all salaries and associated increase in salaries over the time of the Agreement, labor, overtime, insurance, benefits, subsistence / living allowances, taxes, pensions, pagers, training, uniforms, telephone cost (land/cell), computers, printers, and furniture;
- C. travel to and from the job site(s), air, hotel, cost of logistics, shipping, tools to maintain site(s), including any other expense associated with unplanned/emergency on-site visits by the Contractor or third party factory technicians to resolve issues with the AOIS;
- D. cost to compile reports, third party on-site and off-site report support charges, compiling daily trending analysis;
- E. running test equipment;
- F. all software and systems support, and warranties
- G. all Subcontractor and vendor costs; and
- H. any other or additional cost associated with performing the Scope of Services.

Prices shall remain firm and fixed for the term of the Agreement, including any extension periods. However, the Contractor may offer incentive discounts to the County at any time.

ARTICLE 10. INVOICES

The County shall pay to Contractor as consideration for O&M of the AOIS and providing the Services required herein, the prices as further defined in the **Attachment B - Price Schedule** under the Operation and Maintenance Budget subsection.

For the Term of the Agreement, the O&M budget shall be paid in eighty-four (84) monthly payments as provided in the Price Schedule. The monthly payment shall be deemed to include all Services required to operate and maintain the AOIS as specified in the Scope of Services during each month for the term of the Agreement.

A. Invoice Instructions and Payment

- 1. The Contractor shall invoice monthly.
- 2. Invoices shall be numbered sequentially.
- 3. The Contractor shall be paid in monthly installments as defined in the **Attachment B - Price Schedule**.
- 4. Invoices shall reflect any adjustments to the Agreement Amount, detailing any cost or credit, and increase or decrease in the monthly payment.

5. All Work Orders issued by the County shall be included in the monthly invoice submitted by the Contractor.
 - a. The Contractor shall use the attached Invoice Format in **Exhibit A - Payment Application AOIS**

B. County Invoice Policy

It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. Billings from prime Contractors under services and goods contracts with the County or Public Health Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) Days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code of Miami-Dade. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one per cent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Agreement or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Agreement. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted to the MDAD Project Manager as named in **Article 7 - Notice Requirements**, for Approval.

ARTICLE 11. NO EXCLUSIVE RIGHTS

The Agreement shall not be construed to create unto the Contractor any exclusive rights with respect to any of the County's Airport systems owned or operated by the County. The County may in its sole discretion award any additional or similar Services to any third party or the County may elect to perform all or a portion of the Services by its own employees.

The County reserves the right to procure through or outside of the Agreement, any non-proprietary AOIS related services or hardware required to maintain the AOIS.

ARTICLE 12. ADMINISTRATIVE RIGHTS

The Contractor shall supply to the County all necessary documentation and any required access credentials to allow the Department to independently operate and maintain the AOIS. MDAD's

lead technical staff and their back-up will be granted full Administrative rights to all locations relating to the System including cloud, onsite, and offsite locations inclusive of all databases, servers, systems and devices, as is granted to the Contractor's Technical Manager. Access shall include: all credentials (usernames and passwords) to the MDAD servers and databases, access to run scripts and processes needed for troubleshooting, maintaining or monitoring the System. The current Amadeus Technical Manager shall provide the MDAD AOIS staff with AOIS administration and maintenance training as needed and or requested.

ARTICLE 13. ADDITIONAL SERVICES

A. The County reserves the right to add Additional Services to this Agreement without invalidating the Agreement. The cost or credit to the County for Additional Service shall be determined in accordance with the provisions of this Agreement. Additional Services shall encompass related Services that directly tie back to Scope of Services. Any work not specifically related to the Services as outline in **Attachment A - Scope of Services**, shall be approved through a supplemental agreement.

1. No Additional Services shall be completed by the Contractor unless so directed to perform Additional Services through a written Work Order(s) issued by the County.
2. The Contractor shall submit a proposal for the requested Additional Services with a detailed price quote to the County for review, within twenty-one (21) Days of receipt of the directive. The Contractor shall hold its quoted prices for a minimum of ninety (90) Days and shall not be compensated for efforts expended in preparing and submitting the proposal and subsequent price quotes.
3. The County and the Contractor shall negotiate an equitable adjustment to the General Allowance Account for all Direct and Indirect Costs in the performance of such Additional Services.
4. Additional Services exceeding the General Allowance Account or changes to the Scope of Services shall require a supplemental agreement.

B. Work Orders for Additional Services

1. The cost for all parts and equipment, and costs for furnishing all labor and materials necessary to be purchased by the Contractor for Additional Services through a Work Order, shall be reimbursed through the General Allowance Account, as described in the **Attachment B - Price Schedule**.
2. The Contractor shall not be allowed a percentage mark up on Work Order invoices for subcontracted services, software, hardware, spare parts, and equipment. The Contractor shall obtain competitive quotes from at least (3) three suppliers for all parts not identified as sole source. The Contractor shall submit the quotes to the County for approval or rejection. Parts will be purchased from the vendor providing lowest cost for parts that meet the Original Equipment Manufacturer's specifications.
3. No Work Order issued may modify the terms, conditions, or covenants of this Agreement unless subsequently approved by the Board of County Commissioners.

C. General Allowance Account

1. Any unused monies in the General Allowance Account shall remain property of the County.
2. When Work is to be performed under the Allowance Account, if any, the Work shall be integrated into the Agreement as a part of the Contract as awarded.

ARTICLE 14. LIQUIDATED DAMAGES

The County shall impose Liquidated Damages on the Contractor for, failing to achieve the required Service Levels, non-responsiveness or failure to complete scheduled MAC Services within the designated time schedule, and other performance measurements as more fully described below:

	Performance Measurement	Liquidated Damages Summary
1	Failure of Contractor to meet the monthly Service Levels as stated in Section V - Service Levels of Attachment A - Scope of Services.	Contractor shall credit the County at a rate of \$500 per incident.
2	Failure of Contractor to address a critical or major classified problem related to AOIS; failure to resolve or implement an MDAD approved work-around within four (4) hours from notification and approval from MDAD of critical or major problems. MDAD approved work-arounds shall be issued by the Project Manager or IT Director.	Contractor shall credit the County at a rate of \$2,500 per day for every critical or major classified problem related to AOIS that is either not resolved or implemented and does not have an MDAD approved workaround within four (4) hours of the problem.
3	All projects, MACs, new installations, or provisioning shall be completed per the mutually agreed upon schedule as specified in the Work Order. If completion is not within ten percent (10%) of the schedule/goal, Liquidated Damages will be invoked.	Missed deadlines that are within the control of the Contractor, will be assessed by the County. Contractor shall credit back the County at a rate of \$500 per day in the event Contractor does not complete the Services within ten percent (10%) of the agreed upon schedule/goal.
4	Three (3) or more documented complaints in any given month from MDAD management or users/ tenants regarding the Contractor's responsiveness, or ability to complete restoration within the time specified by MDAD, shall result in Liquidated Damages invoked.	Contractor shall credit the County at a rate of \$250 per incident.

The Contractor shall be notified via email of all performance measurement Liquidated Damages imposed by the County, as stated above. All performance measurement Liquidated Damages shown above shall be cumulative. The cumulative amount of all performance measurement Liquidated Damages shall not exceed \$125,000 per calendar year. Liquidated Damages shall be deducted from the Contractor's invoice amount for the month. The County will not impose Liquidated Damages as described in this section, for delays in Services when said delays are a direct result of a County decision, personnel or subcontractor.

ARTICLE 15. FAILURE CLASSIFICATION

Failures are classified either as CRITICAL or NON-CRITICAL. All failures are critical unless classified as non-critical as stated below.

A. Non-Critical Failure:

1. Failure of one fourth or less of the ticket counter back-wall displays assigned to the same airline/handler in a contiguous area. Ticket counters are assigned to airlines/handlers in groups of least four where two or more display failure is classified as critical.
2. Failure of one of two back-to-back BID at claim carousels.
3. Failure of SID except at bonded warehouses, and federal agency and staging area(s).
4. Failure of one of two FID-MU at outbound baggage make-up unit or pier.
5. Failure of AVD.
6. Failure of IM workstations except at bonded warehouses and federal agency and staging area(s).
7. Failure of a server that successfully switched over to a standby unit. This also applies to components within the larger servers.
8. Failure of software that does not prevent operator from performing intended function with a workaround.

ARTICLE 16. COUNTY'S RIGHT TO PRIORITIZE CONTRACTOR'S SERVICES

MDAD reserves the right to prioritize various activities that the Contractor undertakes to meet deadlines and to mandate that the Contractor reallocate resources to deal with various repairs, MAC requests, or project Work as the County sees fit.

In the event of a conflict in Work priorities and pending the circumstances surrounding a given situation, the general order of priority is as follows:

1. Critical Failure Work
2. Repair Activities
3. MAC

ARTICLE 17. WARRANTIES

The Contractor shall provide the County a warranty on all equipment and associated components and modules, and a warranty on System software, throughout the term of the Agreement and any extension exercised by the County, as further described below.

A. Equipment Extended Warranty

1. The extended warranty covers all costs associated with the correction of all AOIS defective equipment including repair, labor, replacement, packaging and shipping costs to the point when the corrected item is received and inspected at MIA, and all costs associated with the inspection of equipment before it's deployed in the field. Extended Warranty shall not

be used for System equipment that has reached its end of life.

2. The warranty shall allow for replacement or repair at the discretion of the County for all equipment purchased under this Agreement for the AOIS.
3. If due to commercial unavailability, or faulty equipment cannot be replaced, the Contractor shall propose a substitute of equal or better capability, form and fit, at no additional cost to the County. The County will test and accept the substitute for approval.

B. Software Extended Warranty

1. System software and associated components and modules, as further described in **Attachment A - Scope of Services**, shall have an extended warranty for the duration of the Agreement that includes software updates to repair faults and software upgrades to comply with publisher's new releases.
2. If faulty software cannot be corrected, the Contractor shall propose a substitute of equal or better capability, functionality and user interface at no additional cost to the County. The County will test and accept the substitute for approval.

ARTICLE 18. REPORTS AND RECORDS

- A. Service Reports:** The Contractor shall produce Service reports as requested by the County.
- B. Status Reports:** The Contractor shall produce status reports on open issues and unresolved bugs and any other report as requested by the County.
- C.** An inventory report shall be maintained of all AOIS equipment installed. The inventory shall show device type, MDAD asset tag number, equipment serial number, location and its condition (good, deteriorating, needs replacement). Both on-site and off-site inventory will be updated every three (3) months and a written report shall be given to the County.
- D.** The Contractor shall document and report operational metrics, including maintenance logs and make recommendations on improvements which may be required or warranted.
- E.** The Contractor shall update and maintain inventory records of all installed, retired and spare equipment that is part of the AOIS
- F.** Prior to the beginning of each month, the Contractor shall provide the County with its upcoming month's employee work schedule. The schedule shall list each Contractor's employee's name, date and scheduled work hours throughout the preceding month.

ARTICLE 19. MDAD RESOURCES

- A.** MDAD will provide the following Locations and resources at no additional charge to the Contractor at the County's sole discretion, length of time, and total square footage of space(s). MDAD makes no guarantee that the resources listed below will be available to the Contractor throughout the term of the Agreement, or will be provided to the Contractor in any specific size or quantity. Additional requests for MDAD resources shall be submitted in writing to the Project Manager.

1. Office space in the terminal, approximately 1,350 Square Feet;

2. Lab space, approximately 740 Square Feet;
3. Storage space, approximately 2,015 Square Feet;
4. Electricity in all areas and air conditioning in office spaces.
5. System servers, hardware, and Fibers purchased prior to this Agreement; and
6. Wi-Fi shall be provided for any component of the System that requires Wi-Fi connectivity. Wi-Fi will not be provided for the Contractor's offices, hardware, and servers.

B. LOCATIONS

1. **Cleaning of Location(s)**: Contractor, at its expense, shall remove or cause to be removed from its Location(s) provided by the County and properly dispose of in MDAD provided containers, all trash and refuse of any nature whatsoever which might accumulate and arise from the operations hereunder. If the Contractor enters into agreements for the janitorial and trash removal service within MIA, such service providers must have permits issued by MDAD to do business at MIA. Trash shall not be stored in any area visible to the public nor cause a private or public hazard through its means of storage. All edible items must be contained so as to minimize exposure to pests. If the respective locations are not properly maintained and kept clean, in the opinion of the Department, Contractor will be so advised and shall take immediate corrective action, within twenty-four (24) hours upon written or verbal notice from MDAD.
2. **Repair of Damages**: Contractor shall repair all damages to the Locations caused by Contractor, its employees, agents, independent contractors or patrons. The Department may, at its option, choose to do the work with its own forces or by contract or to require Contractor to perform or contract the work.
3. **Garbage and Trash Disposal**: Contractor shall remove from the Locations all garbage, trash and refuse of any nature whatsoever which might accumulate and arise from any operations or performance of Services. Such garbage, trash refuse shall be stored and disposed of only in the manner approved by the Department.

C. PARKING FEES

The Contractor shall pay the following rates for parking decals, for personnel and Subcontractors:

1. Four (4) months – Fee of \$120
2. Eight (8) months – Fee of \$240
3. Twelve (12) months – Fee of \$360

D. RESPONSIBILITY OF EQUIPMENT

The County shall not be responsible for any damage to persons or property because of the use, misuse or failure of any equipment used by Contractor or by any of its employees,

representatives, or subcontractors even though such equipment may be furnished, rented or loaned to Contractor by the County or its users or representatives.

ARTICLE 20. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, as finally rewarded by a competent court, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Subject to **Sub-Section D – Remedies in the Event of Default in Article 32. Default**, the Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

ARTICLE 21. INSURANCE

Upon County's notification, the Contractor shall furnish to the Internal Services Department, Strategic Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
2. Commercial General Liability in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. **Miami-Dade County must be shown as an additional insured with respect to this coverage**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. *Under no circumstances is the vendor or its sub-vendors allowed on the Airside Operation Area (AOA) without increasing automobile coverage to \$5,000,000 as approved by the Risk Management Office.
4. Professional Liability Insurance (Errors and Omissions), in an amount not less than \$1,000,000 per claim. This insurance shall be maintained for one year after completion and acceptance by the Owner of the Services performed pursuant to this Agreement.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:

**Miami-Dade County
111 N.W. 1st Street
Suite 1300
Miami, Florida 33128-1974**

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Agreement is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Agreement may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall assure that the Certificates of Insurance required in conjunction with this Section remain in full force for the term of the Agreement, including any renewal or extension periods that may be exercised by the County. If the Certificate(s) of Insurance is scheduled to expire during the term of the Agreement, the Contractor shall submit new or renewed Certificate(s) of Insurance to the County a minimum of ten (10) Days before such expiration. In the event that expired Certificates of Insurance are not replaced or renewed to cover the Term of the Agreement, the County may suspend the Agreement until the new or renewed certificates are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) Days, the County may, at its sole discretion, terminate the Agreement for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

ARTICLE 22. MANNER OF PERFORMANCE

- A. The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services.
- B. The Contractor shall at all times cooperate with the County and coordinate its respective efforts to most effectively and efficiently maintain the progress in performing the Services.
- C. The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 23. PERSONNEL

- A. All employees of the Contractor shall be considered to be, at all times, employees of the

Contractor under its sole direction and not employees or agents of the County.

- B. The Contractor shall provide competent, knowledgeable, First-Level support Field Engineers, who must be fully trained by the Contractor and their OEM in First Level - onsite maintenance of all installed AOIS components.
- C. The Contractor shall have 100% of its personnel factory trained and certified under Amadeus certification. During the term of the Agreement, the Contractor shall train new hires within three (3) months of employment to ensure Field Engineers are fully trained to perform the Services as per their work description as described in **Section III - Staffing Plan of Attachment A – Scope of Service**. Such training and any subsequent training will be at the Contractor's expense. Contractor's new hires that will be assigned to this Agreement, shall be approved by County's Project Manager before any commencement of Work.
- D. Contractor's on-site employees and subcontractors whose full salary is paid under this Agreement, are not permitted to work on projects outside the Services as outlined in this Agreement, shall be dedicated solely to the fulfillment of the Contractor's obligations under this Agreement, and shall not engage in any type of activity to entities other than MDAD and the customers of the Department during said working hours under this Agreement.
- E. O&M Services shall be performed only by personnel trained by the Contractor, who shall have the necessary abilities and knowledge to perform O&M Services. The Contractor shall comply with the County's written requests regarding assignment of personnel to O&M.
- F. Contractor will abide by all Federal, State and Local regulations on wages and hours of an employee dealing with the employment relationship between Contractor and its employees, including but not limited to the Florida Human Relations Act, the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964 as amended, and the Americans with Disabilities Act.
- G. The Contractor acknowledges and agrees that the Contractor, its Subcontractors, and all personnel are subject to all Federal, State, and Local laws. Contractor shall require all personnel during the term of the Agreement to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States, prior to assignment to perform Work under this Agreement. In addition, Contractor's personnel must be eligible for applicable Federal, State, and Local clearances and certifications including but not limited to, the Transportation Safety Administration, Customs and Border Protection, Department of Homeland Security, and Immigration and Naturalization Services.
- H. All Contractor personnel shall pass all required courses to secure a valid MDAD ID badge.
 - 1. **Identification Badges for Restricted Areas:** The Contractor shall be responsible for requesting the Department to issue identification badges to all employees and other personnel under its control who require access to restricted areas on the Airport as a part of their regularly assigned duties, and shall return the identification badges of all personnel transferred or terminated from the employee of the Contractor of Airport assignment and upon termination of this Agreement. The Contractor shall promptly report to the Department the names of all persons who were employed by the Contractor from whom they were unable to obtain the return of Department issued identification badges. In the event that an identification badge is not returned because of a failure by the Contractor,

the Contractor shall pay, from its own funds, the Department's established charge for lost or stolen identification badges. The Department shall have the right to require the Contractor to conduct background investigations, criminal history checks and to furnish certain data on such employees before the issuance of such identification badges, to include the fingerprinting of employee applications for such badges.

- I. Contractor shall maintain a drug-free workplace within the meaning of the Florida Drug-free Workplace Act. No employee shall be hired by the Contractor to perform the Services on County premises prior to such employee having been tested negative for drugs. In addition, existing employees of the Contractor must be subject to drug testing by the Contractor upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Contractor. Copies shall be provided to the County, if requested.
- J. The Contractor's personnel shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenant, customers or other persons at MIA. The Contractor shall be responsible for ensuring that all articles found by its employees on MDAD's premises are turned over to MDAD or MDAD's designated agent in charge of such articles.
- K. A valid Florida Driver's License (Commercial Drive License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around MIA. Each of the Contractor's motor vehicles brought onto the County's premises shall have the Contractor's business name and/or logo prominently displayed on both front doors of such vehicle. The Contractor shall maintain all required AOA access and insurance to date for all employees and vehicles.
- L. While working on airport property, all Contractor's personnel shall wear neat-appearing uniforms with the company name and/or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
- M. The Contractor agrees to replace any of its personnel or subcontractors if so directed by the County, should the County make a determination, in its sole discretion that said individual is not performing in a manner consistent with the requirements of such a position or if whose continued employment on County property is not in the best interest of the County. Contractor shall replace such personnel with employees satisfactory to the County.
- N. If a Contractor's employee's license or certification that has been issued by the Contractor, or other licensing body, which is required in order to perform his or her duties under this Agreement, is revoked, suspended, the employee shall be subject to immediate removal, and another employee with the required license or certification shall be tendered for MDAD approval.
- O. The Contractor shall require that any employee performing Services for the Contractor under this Agreement who is arrested on-duty or off-duty shall within a reasonable amount of time, not to exceed three (3) Days, notify the Contractor, who will immediately notify the Project Manager.
- P. Except as may be required by law, the Contractor and its employees, agents, Subcontractors and suppliers shall not represent, directly or indirectly, that any product or Service provided by the Contractor or such other parties, has been approved or endorsed by the County.
- Q. **Maximum Safety Precautions:** The Contractor shall utilize maximum safety precautions. Tools and equipment will be in a good state of repair, safe to use, and be used in a manner

in which they were intended. No materials or equipment will be left unattended at any time.

ARTICLE 24. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all Services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the Services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the Services, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 25. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- A. The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Agreement; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- C. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- D. In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.
- E. The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the

requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 26. MUTUAL OBLIGATIONS

- A. Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- B. In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 27. AUDITS

- A. The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.
- B. Pursuant to Section 2-481 of the Code of Miami-Dade County, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 28. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County which shall not be unreasonably withheld.

ARTICLE 29. SUBCONTRACTUAL RELATIONS

- A. If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The Services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- B. The Contractor, before making any subcontract for any portion of the Services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- C. Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Agreement.
- D. In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed Services of the same general type which is required to be performed under this Agreement.
- E. The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Agreement, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 30. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 31. TERMINATION AND SUSPENSION OF SERVICES

- A. If the Agreement or any maintenance portion thereof is terminated for any reason, the Contractor shall provide the County with all necessary assistance to allow the Services to continue without interruption or adverse effect on the County, airlines, and to facilitate the orderly transition of Services to the County or its designee.
1. At no additional charge to the County, the Contractor shall assist the County to develop a plan for the transition of all the Services from Contractor to the County or its designee on a schedule reasonably designated by the County.
- B. The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
1. The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
 2. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code of Miami-Dade County.
 3. In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.
 4. The County may terminate this Agreement, in the event the Contractor fails to remedy a default as further described in **Article 32 – Default**.
- C. In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
1. stop work on the date specified in the notice ("the Effective Termination Date");
 2. take such action as may be necessary for the protection and preservation of the County's materials and property;
 3. cancel orders;
 4. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services; and
 5. take no action which will increase the amounts payable by the County under this Agreement.

D. In the event that the County exercises its right to terminate this Agreement under **Sub-Section C** of this Article, the Contractor will be compensated as stated in the payment Articles herein for the:

1. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
2. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.

E. All compensation pursuant to this Article are subject to audit.

ARTICLE 32. DEFAULT

A. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:

1. The Contractor has not delivered Deliverables on a timely basis;
2. The Contractor has refused or failed to supply enough properly skilled personnel;
3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
5. The Contractor has failed to obtain the approval of the County where required by this Agreement;
6. The Contractor has failed to provide "adequate assurances" as required under subsection b below;
7. The Contractor has failed in the representation of any warranties stated herein.

B. Assurance on Contractor's Ability to Perform

When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement.

1. In the event the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

C. Notice of Default – Opportunity to Cure

If an Event of Default occurs in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

D. Remedies in the Event of Default

1. If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:
 - i. the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
 - ii. such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default, "except as follows. In no event, shall the Contractor be liable to the County for loss of profits or indirect, special, incidental or consequential damages incurred by the County and arising out of or in connection with this Agreement. The total aggregate liability of the Contractor to the County under this Agreement whether arising out of breach of contract (including but not limited to breach of warranty) or tort (including but not limited to negligence and strict liability), shall in no event exceed the total contract value paid by the County to the Contractor under this Agreement." The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 33. PATENT AND COPYRIGHT INDEMNIFICATION

- A. The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.
- B. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- C. The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of

the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

- D. In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- E. The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Services or be unlawful.

ARTICLE 34. CONFIDENTIALITY

- A. All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- B. The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- C. It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion

of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 35. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the Agreement, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 36. PROPRIETARY RIGHTS

- A. The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- B. All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall

become the property of the County. For avoidance of doubt, the parties agree that no Developed Work is currently contemplated or required and that no Developed Works shall be performed without the prior written agreement of the parties.

- C. Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- D. Except as otherwise provided in subsections A, B, and C above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in **Attachment A - Scope of Services**. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so requires for the sole purpose of using the Licensed Materials for the purposes granted in this Agreement, a perpetual, irrevocable right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County (except to a competitor of the Contractor) for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County.
- E. The County shall have ownership, right, and title to all data captured or generated by contractor's software/equipment which derives from use of such software/equipment by MDAD's passengers, customers, or tenants, irrespective of whether such data was generated or captured actively or passively. Such data shall include, but is not limited to personal, geographic, demographic data, IP addresses and/user names, usage history, and other aggregated data.

ARTICLE 37. VENDOR REGISTRATION/CONFLICT OF INTEREST

A. Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Strategic Procurement Division, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

- | | |
|---|--|
| 1. <i>Miami-Dade County Ownership Disclosure Affidavit</i>
<i>(Section 2-8.1 of the Code of Miami-Dade County)</i> | 4. <i>Miami-Dade County Disability and Nondiscrimination Affidavit</i>
<i>(Section 2-8.1.5 of the Code of Miami-Dade County)</i> |
| 2. <i>Miami-Dade County Employment Disclosure Affidavit</i>
<i>(Section 2.8.1(d)(2) of the Code of Miami-Dade County)</i> | 5. <i>Miami-Dade County Debarment Disclosure Affidavit</i>
<i>(Section 10.38 of the Code of Miami-Dade County)</i> |
| 3. <i>Miami-Dade County Employment Drug-free Workplace Certification</i>
<i>(Section 2-8.1.2(b) of the Code of Miami-Dade County)</i> | 6. <i>Miami-Dade County Vendor Obligation to County Affidavit</i>
<i>(Section 2-8.1 of the Code of Miami-Dade County)</i> |

7. **Miami-Dade County Code of Business Ethics Affidavit**
(Sections 2-8.1(f), 2-11.1(b)(1) through (6) and (9), and 2-11.1(c) of the Code of Miami-Dade County)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the Code of Miami-Dade County)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the Code of Miami-Dade County)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit** (Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)
11. **Miami-Dade County E-Verify Affidavit**
(Executive Order 11-116)
12. **Miami-Dade County Pay Parity Affidavit**
(Resolution R-1072-17)
13. **Miami-Dade County Suspected Workers' Compensation Fraud Affidavit**
(Resolution R-919-18)
14. **Subcontracting Practices**
(Section 2-8.8 of the Code of Miami-Dade County)
15. **Subcontractor/Supplier Listing**
(Section 2-8.1 of the Code of Miami-Dade County)
16. **Form W-9 and 147c Letter**
(as required by the Internal Revenue Service)
17. **FEIN Number or Social Security Number**

In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records
- To make payments to individual/Contractor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

18. **Office of the Inspector General**
(Section 2-1076 of the Code of Miami-Dade County)
19. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.
20. **Antitrust Laws**
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

B. Conflict of Interest and Code of Ethics

Section 2-11.1(d) of the Code of Miami-Dade County requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. All autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Code of Miami-Dade County relating to Conflict of Interest and Code of Ethics. In accordance with Section 2-11.1 (y), the Miami-Dade County Commission on Ethics and Public Trust (Ethics Commission) shall be empowered to review, interpret, render advisory opinions and letters of instruction and enforce the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 38. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the

services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to

performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 39. CONTRACT MEASURES

This Agreement will adhere to all Miami-Dade County ordinances with special attention to all ordinances that relate to the Small Business Enterprise ("SBE") Participation program.

The following has been established according to the SBE program:

Contract Measure: 15% SBE Goods & Services (SBE-G&S) Subcontractor Goal

The Contractor is directed to and is required to adhere to the attached Miami-Dade County Florida, Small Business Development ("SBD") Division/Department of Regulatory and Economic Resources, SBE Implementing Order 3-41, included within this Agreement as Exhibit C which delineates the requirements of this County program and the requirements for attaining the SBE contract measure.

ARTICLE 40. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Agreement.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions, as applicable to this Agreement.
- c) Environmental Protection Agency (EPA), as applicable to this Agreement.
- d) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics."
- e) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work."
- f) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave."
- g) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- h) The Equal Pay Act of 1963, as amended (29 U.S.C. 206(d)).
- i) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited."

- j) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 et seq.) "Discrimination."
- k) Chapter 22 of the Code of Miami-Dade County (§ 22-1 et seq.) "Wage Theft."
- l) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 et seq.) "Business Regulations."
- m) Any other laws prohibiting wage rate discrimination based on sex.

Pursuant to Resolution R-1072-17, by entering into this Agreement, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "h" through "m" above.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 41. NONDISCRIMINATION

During the performance of this Agreement, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Agreement, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Agreement void. This Agreement shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Agreement, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 42. CONFLICT OF INTEREST

The Contractor represents that:

- A. No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been

promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.

- B. There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
1. is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 2. is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- C. Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- E. In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 43. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Services being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- B. Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- C. Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by

the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 44. BANKRUPTCY

The County reserves the right to terminate this Agreement, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 45. GOVERNING LAW

This Agreement, including appendices, and all matters relating to this Agreement (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 46. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five Days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at <https://iapps.careersourcesfl.com/firstsource/>.

ARTICLE 47. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws of the State of Florida, including but not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the Service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1st STREET, SUITE 1300, MIAMI, FLORIDA 33128

ARTICLE 48. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 49. MIAMI-DADE COUNTY UNITED STATES SOCCER FEDERATION 2026 WORLD CUP

The terms of this agreement are subordinate to the terms of the Airport Agreement submitted by Miami-Dade County to the United States Soccer Federation on February 21, 2018. In carrying out its obligations under this Agreement, the Consultant shall not take or omit any action which is inconsistent with, or in derogation of, the County's obligations under the Airport Agreement. Where the Consultant's rights or obligations under this Agreement are in conflict with the County's obligations under the Airport Agreement, and upon notice by the County to Consultant, the terms of this Agreement shall be deemed conformed to the County's obligations under the Airport Agreement. Where such conformance would cause a material change in this Agreement, Consultant shall have the right, upon written notice to the County within five (5) days of receipt of notice of such a conflict, to terminate this Agreement for convenience; in such termination, the Consultant shall have no cause of action for money damages of any kind, including but not limited to direct damages, unamortized costs or debt, stored or ordered materials, indirect damages, lost profits, loss of opportunity, loss of goodwill, or otherwise. In the event that the Agreement does not elect to terminate this Agreement within the time specified herein, this Agreement shall be deemed to have been amended via consent of the parties to conform its terms to the requirements of the Airport Agreement, but only to the extent needed to avoid conflict with same.

ARTICLE 50. FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS

i) Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, Required Contract Provisions Issued on January 29, 2016 Page 19 AIP Grants and Obligated Sponsors Airports (ARP) unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
7. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:
 - Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
 - The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123 (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- ii) All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.
- The [contractor | consultant] has full responsibility to monitor compliance to the referenced statute or regulation. The [contractor | consultant] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division
- iii) All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date herein above set forth.

Contractor

Miami-Dade County

By: [Signature]

Name: Betnos Wakin

Title: PRESIDENT

Date: APR 30 2020

Attest: [Signature]

Corporate Secretary/Notary Public

Digitally signed by

Tara C. Smith

Date: 2020.07.30

20:20:06 -04'00'

By: [Signature]

Name: Carlos A. Gimenez

Title: Mayor

Date: 8/3/2020

Attest: [Signature]

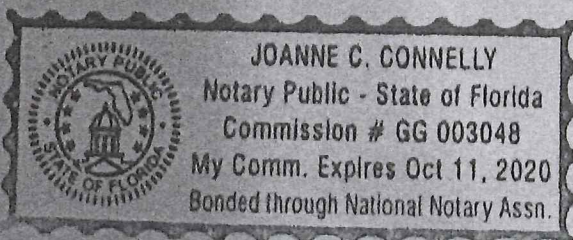
Clerk of the Board

Corporate Seal/Notary Seal



Approved as to form and legal sufficiency

[Signature]
Assistant County Attorney



[Signature]

ATTACHMENT A – SCOPE OF SERVICE

SECTION I. AOIS TECHNICAL SPECIFICATIONS

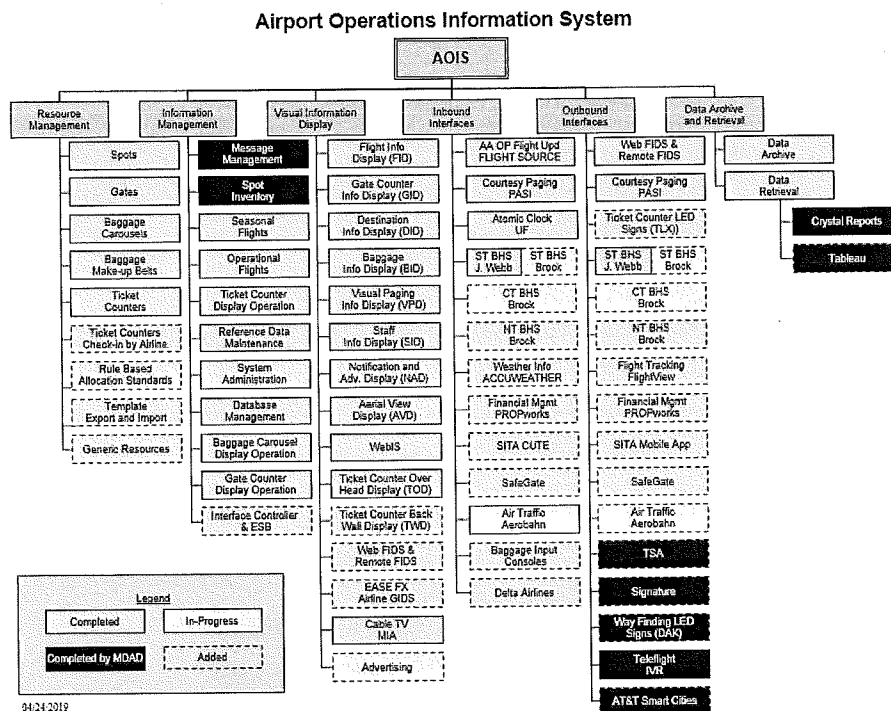
The Contractor shall furnish to the County detailed technical design, development, firmware, software including licenses and software upgrades, installation, integration, implementation, end-user training and curriculum when requested by the County, user manuals and documentation, operation, support and maintenance services for the AOIS, warranty, testing of the hardware and software, and all other items necessary or proper for, or incidental to, providing an operable and acceptable AOIS, including other related components at MIA and GAA, Miami area hotels, Port of Miami and/or other areas as deemed necessary, on a nonexclusive basis, all in accordance with the Agreement.

A. Software System Support: The Contractor shall provide expert on-site and off-site software System support including; First Level, Second Level, and Third Level support for hardware repair, System maintenance, and other facets of the AOIS.

B. System Upgrade: The Contractor shall continuously upgrade the County to the latest versions of the AODB, RM, DAR, ESB, FIDS, EASE-FX, AVD, VEEAM Backup Support (EASE-FX) and VMware ESXi Support (EASE-FX) and any other software package and/or solution not specifically named that is part of the current or upgraded AOIS solution at MIA at no additional cost to the County, as such are made readily available.

All upgrades shall be to the new versions at no additional cost to the County as soon as the software packages are available and deemed suitable by the County to replace/enhance the installed System, throughout the term of the Agreement. Contractor is responsible and shall make any changes to the System to meet at minimum the same operational functionality that the current System provides, inclusive of all upgrades to the System.

C. The AOIS software currently consists of the following, but is not limited to:



SECTION II. GENERAL OPERATIONS AND MAINTENANCE (O&M) REQUIREMENTS

- A. The Contractor shall provide the County with on-site and on-call technical support for all equipment and software installed as part of the 1115A, 1115C and 1115D AOIS contracts.
- B. The Contractor shall maintain all equipment and hardware connected to the AOIS, inclusive of all software, hardware, firmware, and equipment procured by MDAD for the AOIS through the County's procurement process outside of the Agreement.
- C. The Contractor shall provide support from and inclusive of the display device back to and including all servers within the AOIS.
- D. The Contractor will, at the County's request, make available Field Engineers to assist with any Work assignments needed to complete any task associated with the AOIS. This includes but not be limited to, installation and maintenance, repair services, and emergency activities such as hurricane and other emergency preparedness and mitigation measures. The Contractor will be responsible for completing these Work assignments for all AOIS related equipment, including hardware.
- E. The Contractor shall provide support to the County and its end users in the form of dispatching resources in response to alarms, complaints, and requests for Service, including requests for support from GAA, Miami area hotels, Port of Miami, and other areas as deemed necessary by the County. Said support is to be coordinated through the County's IT Service Desk.
- F. The Contractor shall be the primary contact for MDAD IT Service Desk tickets associated with the System.

Tickets that are found to be associated with an interface shall NOT be closed until a resolution is found. Contractor shall be responsible to work with the end user until the problem is resolved. Contractor shall be responsible for updating status on their assignment in HEAT (or equivalent County Trouble Ticketing/Reporting Software) for all such tickets and closing the tickets only when the problem is resolved.

- G. The Contractor shall respond to requests for routine MAC changes for AOIS end users.
- H. Upon analysis of System metrics, the Contractor shall address and remedy any systematic problems or negative performance trends.

SECTION III. STAFFING PLAN

- A. The Contractor shall provide on-site personnel to operate the AOIS 18 hours-a-day, seven (7) Days a week, and 365 Days a year. Off-Site Systems Support shall be 24-hours a day, seven (7) days a week, and 365 Days a year.
- B. The Contractor shall provide on-call Support Staff for 24 hours per day, seven (7) Days per week 365 Days per year. Support Staff shall provide Second and Third Level Support, from outside vendors such as Oracle, SafeGate, and SAP Business Objects for all core software when needed.
- C. The Contractor shall staff appropriately, to address high call volumes during the peak travel times such as Thanksgiving, Christmas, and technology roll-outs.

- D. **One-Site Personnel:** The Contractor shall staff the following on-site employment positions to maintain the Service Levels as described in Section 6.0, in accordance to the established salaries, including annual increases, as per Attachment B Price Schedule:

1. **One (1) Executive Project Manager**

The Executive Project Manager shall interface directly with the MDAD IT management team to ensure all Services are compliant with the Agreement, MDAD goals, team development, and MDAD expectations. The Executive Project Manager shall ensure maintenance programs are in place and are delivered properly, so outages do not occur. The Executive Project Manager shall work with Amadeus Sr. Management to ensure all new technologies, processes, and changes are either incorporated or integrated to MIA's AOIS. The Executive Project Manager shall identify and develop the training and staffing needed to efficiently operate the AOIS.

2. **One (1) Technical Site Lead**

The Technical Site Lead shall identify operational inefficiencies, implement bug fixes and integrate software to the AOIS. The Technical Site Lead shall work with Airside Operations on daily flight anomalies and assist with onsite 1st and 2nd Level support for all facets of the System. The Technical Site Lead shall develop software solution sets for operational needs and requests while assisting MDAD with technical solutions within MIA.

3. **One (1) Technical Lead**

The Technical Lead shall reduce workload on the Technical Site Manager at the request of the MIA Project Manager.

4. **One (1) Office Administrator**

The Office Administrator shall coordinate with MIA Project Manager and assign resources based upon contractual and Work Order needs. The Office Administrator shall schedule all field engineers to ensure coverages are met to ensure SLAs are never violated. The office Administrator is a resource that interfaces directly with the MIA Project Manager and SBE contractors to coordinate resources and schedule installations, moves, and changes. The Office Administrator shall be responsible for ensuring full SBE County Compliance and Reporting.

5. **Seven (7) Field Engineers**

The Field Engineers shall be highly-qualified, fully trained and certified engineers that shall ensure MIA has the skilled technical resources needed to prevent problems and correct issues within the operation of the AOIS.

- E. If Contractor's staff position, as stated above, becomes vacant and the Contractor does not fill the position in thirty (30) Days from the date of the vacancy, the County shall receive a monthly prorated credit for such salary until the said position is filled. The Contractor is responsible for meeting the Service requirements as per the Agreement during staff vacancies. No additional funds will be paid by the County for interim personnel or interim personnel's hours worked. If interim personnel is used by the Contractor to meet the Service

requirements as per the Agreement, hours worked will be deducted from the monthly billing of such vacant position(s).

- F. In the event of illness or staff changes, the Contractor shall adjust shift time, utilize one of its national technicians or transfer resources from other projects until local manpower coverage is normalized at no additional cost to the County.
- G. The Contractor shall present staff changes to the County for approval before any staffing changes are implemented.

SECTION IV. CONSUMABLES, REPLACEMENT PARTS, AND SPARES

- A. The Contractor is responsible for maintaining all equipment deployed in the field, including but not limited to, DVCs, LCD, LED, etc., and ensure said equipment is always in proper working order.
- B. The Contractor shall rotate in a working item from spares when production equipment breaks down.
- C. Labor and cost associated with shipping and receiving repair or repaired parts for equipment under extended hardware warranty with the Contractor, shall be at the expense of the Contractor.

SECTION V. SERVICE LEVELS

- A. Working with MDAD Departments: The Contractor shall work with designated Airport staff on various levels of support as defined herein, including working to resolve IT Service Desk Tickets.
- B. The Contractor shall meet and deliver to the County and its users the below Service Levels for problem resolution and escalation and during maintenance periods.
- C. **Overview**
 - 1. The Service Levels and escalation procedures may be modified by agreement of both parties throughout the term of the maintenance period.
 - 2. Contractor shall provide the O&M Plan at the time of the Effective Date of the Agreement detailing how the Service Levels shall be met. The O&M Plan shall detail how IT Service Desk Tickets will be handled, how technicians will be assigned and dispatched, how reports of repairs will be recorded, and how they will be monitored.
 - 3. Any failure caused by malfunction of an interfaced system or associated third party network communications are excluded from these Service Levels. However, all such problems shall be assigned to the Contractor through the issuance of a Help Desk ticket, to coordinate a resolution until said problem is resolved.
 - 4. The procedures, tools, reports and structures used to meet these Service Levels shall be open for audit and detailed inspection at any time by the County, or its representatives.

5. All times stated herein shall be Eastern Standard Time and all display systems must comply with Daylight Savings Time if applicable.

D. Required Service Levels

1. During on-site support hours, the required response time for all IT Service Desk calls will be ten (10) minutes from the time the IT Service Desk calls the Contractor to the time that the Contractor calls the IT Service Desk back. Immediate assistance will be given to MDAD IT Service Desk to resolve AOIS problems per the Service Levels defined herein.
2. 99.9% of all workstations, display devices and associated network and gateways defined as the responsibility of the Contractor shall be resolved by Level-One support as stated herein.
3. All tickets and associated resolution times shall be recorded by the IT Service Desk and the percentage shall be measured over each calendar month.
4. An end-user device shall be considered available only if all components are operating and fully functional. The availability of any end-user workstation shall be at least 99.9%.
5. The priority for restoration of Service failures shall be servers followed by critical interfaces and finally end user devices.
6. The above measurements outlining the availability of an end user workstation and the Contractor's responsibility to address Service Desk tickets as per this subsection, shall be applicable to events within Contractor's control and with due consideration for the Service Level requirements contained in the Agreement. If the measured items above are not attainable due to reasons outside of the Contractor's control, such as but not limited to problems with the wide area network, local area network, and or operator error, such non-availability shall be excluded from the measurement of availability of the above items.
7. During off-site service hours, telephone response to the first page or call will be made within fifteen (15) minutes. Initial dial-in or travel to MIA in an attempt to resolve the ticket as described above will be within thirty (30) minutes.

E. Review of Service Levels

1. The Service Levels shall be reviewed not less than twice each year by the County, its users and Contractor and may be modified (in writing) if mutually agreed upon.
2. Operational times may vary with the seasonal schedule changes and the County will give one month's notice to Contractor of such changes in advance.
3. Service Levels shall also be reviewed if the County or its user's business or operational requirements change.

F. Support Levels and Escalation

1. First Level Support

- i. During on-site support hours, the Contractor shall respond to trouble calls reported within ten (10) minutes from receipt of call from the MDAD IT Service Desk.

- ii. The Contractor will investigate the trouble reported and make best efforts to correct the problem within thirty (30) minutes from initial response.
- iii. In the event the Contractor is unable to correct the problem within thirty (30) minutes, the Field Engineer or Technical Manager (part of First Level support) will immediately contact the Contractor's Second Level Support for additional assistance.
- iv. The Contractor will call the County's IT Service Desk and update the trouble status and the ticket. The Contractor will remain the owner for all such tickets and follow-up daily providing reports as required.
- v. When the problem is resolved and verified, the Contractor shall call the MDAD IT Service Desk or close the ticket through direct access.
- vi. A statement of the corrective action taken by the Contractor will be provided to MDAD in the description before a ticket is closed.

2. Second Level Support

- i. Initial local escalations will be generated by either the Field Engineers or the on-site Technical Manager monitoring open service calls.
- ii. If First Level on-site support cannot resolve a problem within thirty (30) minutes, or if the problem is found immediately to be not within First Level support capability as may be determined by the County, the ticket will escalate to Second Level Support.
- iii. In the event Second Level Support is needed, the on-site Field Engineer will contact the appropriate Contractor's help desk line.
- iv. Once a critical issue is reported to the Contractor's help-desk line, a Support Engineer will respond to all inquiries within ten (10) minutes to begin the investigation process on the problem reported.
- v. A Support Engineer is responsible for documenting all information related to the problem.
- vi. Once a solution is found for the reported problem, it is tested and implemented to correct the problem at the site.
- vii. After implementation, the resolution is documented for future reference and tracking purposes.
- viii. If required, the Contractor will dispatch the appropriate technical support personnel to the trouble location to assist the Contractor's on-site service provider, if necessary.
- ix. The Contractor's on-site Field Engineer and Technical Site Lead will remain directly involved in the trouble resolution, by providing the Second Level Support or other Contractor's personnel with on-site assistance. The Contractor shall provide updates to the IT Service Desk and airport management with repair and activity status via telephone, email or phone call.

3. Third Level Support

- i. If the problem is not resolved within ninety (90) minutes, it will be elevated to Third Level Support.
- ii. Third Level Support combines factory software developers, project managers and on-site and off-site contractor technical support staff.

4. Proper Coverage

The Contractor shall ensure that proper coverage will always be achieved in the support and maintenance for MIA, GAAs, Miami area hotels and the Port of Miami, or any future location. In the calculation of the SLA and response time, off-airport sites will not be used in the calculations.

SECTION VI. CHANGE MANAGEMENT

A. Overview

1. All installed system changes will be mutually agreed upon by the County and Contractor.
2. The Contractor shall provide at least seven (7) Days' notice to the County and each affected airline's station manager or designated representative for all Contractor/OEM initiated planning change. However, it is acknowledged that the parties will work together to develop a plan to expedite non-critical, non-platform changes.
3. All planned changes are to be undertaken during the MDAD approved maintenance window, unless the County gives prior approval.
4. Unplanned changes will only be undertaken if the County and its users insist or agree that the work is essential to the operation and cannot be deferred, or, without notification to restore service availability.
5. Installation of additional equipment, which affects other devices, shall be undertaken during off-peak hours, as determined by the County.

B. Site Change Management Process

1. The Contractor customer support group shall follow the site change management process when performing planned upgrades and updates.
2. **System and User Application Changes:** County approval is required for additions or modifications to System-user devices. Any platform change, such as System upgrades/updates, has the potential of affecting the operation of the entire system or all participating users.
3. **Change Requests:** The Contractor may, from time to time, receive change requests from several different entities (e.g., individual airlines, application providers, the County, etc.). Upon receipt, the Contractor shall present the request to, and consult with the Project Manager or designee regarding any required approval, testing and update/upgrade scheduling. Change requests may also be the result of platform updates or bug fixes identified internally within the Contractor's organization.

The Contractor's configuration management team will then notify the on-site support staff of all the updates and/or bug fixes that have been tested and certified and are available for deployment.

4. **Lab Test and Risk Analysis:** All change requests will be first performed on the Contractor or MIA support test lab system to verify the operational status, assess the potential risk to the System and develop install/upgrade procedures. If the change test and verification process is not successful, the requester will be notified of the rejection and must correct the issue and resubmit the request.
5. **User Application Change Request:** The change will be scheduled upon successful internal testing and verification. The Contractor shall coordinate with their on-site engineering personnel, for update and testing. The Contractor shall generate and provide a written procedure, for the on-site service personnel, which will instruct them on performing the necessary change/update.
6. **Installation and Activation:** The Contractor shall install and activate the change request. The on-site engineering personnel may perform the installation and activation, if such Services are requested by said personnel. All change procedures shall include the requirement for saving the previously functioning application/configuration backup information in the event a Fallback is required.
7. **On-site Test and Verify:** The Contractor shall work with the on-site personnel to ensure the successful operation of the applied changes.
8. **Change Acceptance:** If the test and verification process is not successful then a Fallback to the previously working application/configuration will be performed and the requester notified of the failure. Successful acceptance will be after all involved parties agree that the applied change request is operating.
9. **Site Documentation:** The Contractor shall maintain a record of all changes and approvals.
10. **Notification:** Once the requested site change is complete, it is incumbent upon the Contractor customer support group to notify, via email, the requesting party and/or Contractor internal configuration management team.
11. **System Change Request Branch:** All System changes are managed under the same process guidelines as user applications. The exception is that a higher level of coordination and planning is required. It is imperative that major System change request notifications be coordinated with the County's Information Systems and Telecommunications Division, on-site service providers and Contractor's Second and Third Level support. This will ensure that all parties are aware of the details of the change, anticipated user impact, change schedule and completion status. The necessary changes and or updates shall be performed once all parties involved are aware of the information, and approval has been received.
12. No contractor modifications or System rollouts or upgrades are to be done without a proper change request form submitted by the Contractor to the County for approval.

SECTION VII. HARDWARE IMPLEMENTATION ASSISTANCE AND MAINTENANCE

- A. The Contractor shall make available Field Engineers to assist and lead facility-wide implementation in addition to maintenance responsibilities. This would include the installation and integration of AOIS equipment such as DDS, DVC and associated hardware such as LCD monitors and the integration of LED displays. Installation of FIDS, GID, DID and other displays airport-wide are included under this plan.
- B. The Contractor shall use MDAD's provided spares to maintain equipment on site. These spares include DVCs, RM Workstations, IM Workstations and monitors, keypads, keyboards, and mice and related peripherals that were procured by MDAD
- C. The Contractor shall insure that all associated equipment for the AOIS is maintained, cleaned and inspected as per manufacturer's recommended practices and good engineering practices including regular inspection, servicing, and cleaning of both the equipment and immediate surrounding area.
- D. The Contractor shall maintain maintenance records that can be reviewed by the County upon request that shows equipment location, in-service dates, remaining warranty and status as well as maintenance performed and dates of maintenance.
- E. The Contractor shall provide expert on-site and off-site software System support including on-site First Level support for software, hardware repairs, and AOIS maintenance.
- F. All Field Engineers are trained and shall be certified by the Contractor. Second and Third Level support is provided by the Contractor, which includes engineers, developers. Third Level support also includes System specialists and factory access such as Oracle, Safegate SAP Business Objects.
- G. The Contractor shall provide operations and maintenance for all the MDAD owned remote FIDS equipment.
- H. The Contractor shall provide operation, maintenance and support for the Cashier hardware.
- I. No equipment swapping will be allowed without prior approval from the County.

SECTION VIII. MANAGEMENT OF DATABASES, OPERATING SYSTEM, AND STORAGE SPACE

The Contractor shall be responsible to perform the following:

- A. Ensure that databases and application servers are backed up to transportable media to an off-site location of the County's choice.
- B. Maintain a master loadable copy of all operating systems and applications.
- C. Inspect all databases and application servers and related logs daily. The Contractor shall proactively maintain the databases inclusive of latest releases and patches.
- D. Follow established procedures for management of the server operating system and storage space.

SECTION IX. MAINTENANCE

A. Preventative Maintenance

1. Preventative maintenance shall be completed on a monthly schedule. The schedule shall be planned and entered into the preventative maintenance section of the activity log. Sets of equipment of each month's completed preventative maintenance logs shall form part of the monthly report submitted to the County with the Contractor's pay application.
2. Devices identified as 'deteriorating' and 'needs replacement' shall be brought to the attention of the County in writing.
3. Hardware or software problems reported per month shall be on average no higher than three percent (3%) of the total number of AOIS workstations and devices in MIA. Contractor will actively work with vendors to resolve repeat issues.
4. No individual component of a workstation or device will have more than three (3) problems reported against it in any given month. Contractor will actively work with vendors to resolve repeat issues associated with workstations or devices experiencing more than three problems a month caused by hardware or software issues. Where such consistent problems continue, related to a hardware component, the County reserves the right to request that the hardware be replaced.
5. Preventative maintenance shall only be carried out in such a way that it will not disrupt County/user's operation.
6. The Contractor shall provide environmental maintenance as part of preventative maintenance, of primary and back-up equipment rooms and all installed devices by keeping the areas free from trash, dust, dirt and water/moisture. The electronic equipment is sensitive and needs to be kept in a clean, maintained environment.

SECTION X. INVENTORY

- A. The Contractor shall be responsible for maintaining the inventory of consumables, parts, and spares in accordance with the terms stated herein including time remaining under warranty.
- B. The Contractor shall be responsible to advise the County, before spares in inventory have depleted, and if additional spares are required.

C. Asset Tags and Database

1. All equipment and spares shall be tagged with MDAD asset tags.
2. All equipment shall be identified by serial number, MDAD asset tag number and location.
3. The Contractor shall maintain an inventory of all items including those that were scrapped or disposed of with details of each transaction.
4. MDAD tags shall not be re-used, that is tags shall be used only once and the serial number shall be unique in the inventory database.

5. Technicians replacing faulty items with spare units shall ensure the information is changed in the master inventory list therefore maintaining the integrity of the installed inventory database.

D. Inventory Updates

1. The Contractor shall keep the master list of all installed and spare equipment current throughout the duration of the Agreement.
2. The Contractor shall send a current updated copy of the master inventory list on the first day of every quarter in Microsoft Excel format.

SECTION XI. QUALITY ASSURANCE

The Contractor shall install all equipment under the Agreement according to manufacturers' instructions, including all required adjustments and testing.

SECTION XII. PCI-DSS COMPLIANCE

The Contractor shall ensure the AOIS be PCI DSS complaint throughout the term of the Agreement.

SECTION XIII. END-USER TRAINING

Contractor shall provide instructor led end-user training inclusive of Contractor curriculum, to County personnel on AOIS components, as requested by County. End-user Training shall be provided at no additional cost to the County, as per the Scope of Work.

Airport Operations Information System (AOIS)

Years (7 Years)		Year 2020		Year 2021		Year 2022		Year 2023		Year 2024		Year 2025		Year 2026		Year 2027	
Total Months Payments per Year (84 Months)		9 Months		12 Months		12 Months		12 Months		12 Months		12 Months		12 Months		3 Months	
Operation and Maintenance Budget																	
Executive Project Manager		\$	184,642.24	\$	249,882.49	\$	253,630.73	\$	257,435.19	\$	261,296.72	\$	265,216.17	\$	269,194.41	\$	68,308.08
Technical Site Lead		\$	128,456.49	\$	173,844.44	\$	176,452.11	\$	179,098.89	\$	181,785.38	\$	184,512.16	\$	187,279.84	\$	47,522.26
Technical Lead		\$	99,814.87	\$	135,082.80	\$	137,109.04	\$	139,165.67	\$	141,253.16	\$	143,371.96	\$	145,522.54	\$	36,926.34
Office Administrator		\$	102,765.19	\$	139,075.55	\$	141,161.68	\$	143,279.11	\$	145,428.30	\$	147,609.72	\$	149,823.87	\$	38,017.81
FIELD Engineers (7)		\$	577,974.08	\$	782,191.55	\$	793,924.46	\$	805,833.35	\$	817,920.81	\$	830,189.64	\$	842,642.50	\$	213,820.53
Total On-Site Staff (11 Persons on site)		\$	1,093,652.87	\$	1,480,076.83	\$	1,502,278.02	\$	1,524,812.21	\$	1,547,684.37	\$	1,570,899.65	\$	1,594,463.16	\$	404,595.02
2nd and 3rd Level Support (24x7)		\$	382,276.46	\$	388,010.60	\$	393,830.76	\$	399,738.22	\$	405,734.30	\$	411,820.31	\$	417,997.62	\$	106,066.89
Total Labor Costs																	\$ 13,623,937.29
AOIS Core System Software Warranty		\$	292,300.23	\$	296,684.74	\$	301,135.01	\$	305,652.03	\$	310,236.81	\$	314,890.37	\$	319,613.72	\$	81,101.98
Insurance		\$	12,594.32	\$	17,044.31	\$	17,299.98	\$	17,559.48	\$	17,822.87	\$	18,090.21	\$	18,361.57	\$	4,659.25
Equipment Refresh																	\$ 800,000.00
Yearly Totals		\$	1,780,823.88	\$	2,181,816.48	\$	2,214,543.77	\$	2,247,761.94	\$	2,281,478.35	\$	2,315,700.54	\$	2,350,436.07	\$	596,423.14
General Allowance Account																	
Ten Percent (10%) of Total cost of Operation and Maintenance Budget																	
\$ 1,676,898.42																	
TOTAL AGREEMENT AMOUNT																	
\$ 18,445,882.59																	

CONTRACTOR APPLICATION FOR PAYMENT (O&M)

PROJECT NAME MIA AIRPORT OPERATIONS INFORMATION SYSTEMS OPERATION AND MAINTENANCE

PROJECT No. _____

OWNER MIAMI-DADE AVIATION DEPARTMENT - P.O.BOX 592075 Miami, FL 33159

APPLICATION DATE _____

APPLICATION No. _____

CONTRACTOR _____

CONTRACTOR JOB No. _____

FUNDING ☐ ☒ ISD TO BE PAID FROM ACCOUNT # _____ PERIOD FROM _____ TO _____

ITEM No.	WORK DONE AND MATERIALS USED	TOTAL AMOUNT
1	Original Contract Amount for Unit and Lump Sum Price Items	\$0.00
2	General Allowance Account	\$0.00
		\$0.00
	ADJUSTED CONTRACT AMOUNT	\$0.00
	Total Completed and Stored to Date	\$0.00
	Net Earned	\$0.00
	Previous Net Earned	\$0.00
	Liquidated Damages	\$0.00
	AMOUNT PAYABLE (Net Earned less Previous Net Earned)	
	Balance to Finish (Adjusted Contract Amount less Net Earned)	\$0.00

COMMENTS:

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates of Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor Signature _____

Printed Name _____

RECOMMENDATION FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the attached application for payment, MDAD agrees that the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Recommended.

AMOUNT RECOMMENDED: _____
(Attach explanation if amount differs from amount applied for)

PM Signature _____ Printed Name _____ Date _____

Initial _____ Date _____ Initial _____ Date _____

REVIEWED & APPROVED by MDAD

MDAD Signature _____ Printed Name _____ Date _____

APPROVED by MDAD DIVISION DIRECTOR, IS&T

MDAD IS&T Signature _____ Printed Name _____ Date _____

APPROVED by MDAD MANAGEMENT

Signature _____ Printed Name _____ Date _____

MIAMI-DADE COUNTY, FLORIDA

APPLICATION DATE: _____ PROJECT NO. _____
APPLICATION NO. _____ CONTRACTOR JOB NO. _____

PROJECT NO. _____
APPLICATION NO. _____
CONTRACTOR JOB NO. _____

[illegible]

Note:

MIAMI INTERNATIONAL AIRPORT
MAILING ADDRESS: PO BOX 582075, MIAMI, FLORIDA 33159 — 4200 NW 36 ST., SUITE 400, MIAMI, FLORIDA 33122